

1 A. Yes.

2 Q. Do you have anything to do with the  
3 roaming agreements?

4 A. Currently, no.

5 Q. As controller did you have anything to  
6 do with the roaming agreements?

7 A. At the time that we were processing  
8 roamer payments and receiving roamer cash on  
9 behalf of the Atlantic City system, we were  
10 responsible for those two functions.

11 MR. WEBER: I'd like to have this  
12 marked as Moerman Exhibit 5. It's a one-page  
13 letter with a three-page attachment dated  
14 December 22, 1994, and it has the Bates stamps AM  
15 139581 through 139584.

16 (Moerman Exhibit No. 5 was  
17 marked for identification.)

18 BY MR. WEBER:

19 Q. Do you recognize this letter and  
20 attachment?

21 A. Yes.

22 Q. Did you send this to Mr. Lokting?

23 A. Yes.

24 Q. Can you tell us why you sent this?

25 A. We were recommending to Mr. Thompson

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1111 14th ST., N.W., 4th FLOOR / WASHINGTON, D.C., 20005

1     that, in order to minimize as much as possible  
2     the financial impact of fraud in his market and  
3     for his customers, that he execute what we've  
4     called a fraud amendment to a roamer agreement  
5     with these carriers.

6           Q.     Whose idea was it to send this to  
7     Mr. Lokting?

8           A.     Rob Jenson I would say.

9           Q.     And who is he?

10          A.     Director of revenue assurance.

11          Q.     Is he one of the employees that is  
12     under you?

13          A.     No.

14          Q.     At the time this letter was sent out,  
15     was the Atlantic City system already part of the  
16     revenue clearinghouse system?

17          A.     Because I don't remember when Ellis  
18     executed the agreement with the settlement  
19     system, I don't know, I don't remember.

20          Q.     Did you ever speak to Mr. Lokting or  
21     Mr. Thompson about this antifraud agreement?

22          A.     I don't remember.

23          Q.     Do you know if Mr. Thompson ever signed  
24     the agreement?

25          A.     I believe he did.

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1111 14th ST., N.W., 4th FLOOR / WASHINGTON, D.C., 20005

1 Q. Can you recall any follow-up to this  
2 matter?

3 A. No, I don't think there's been  
4 follow-up on this one.

5 Q. What input, if any, do you have in  
6 determining the subscriber rates for either the  
7 Wilmington, Dover, or Atlantic City systems?

8 A. The rates that we charge subscribers?

9 Q. Yes.

10 A. My input would be one of  
11 recommendation.

12 Q. And, as to the Dover and Wilmington  
13 systems, that recommendation would ultimately be  
14 approved by either Ms. Hillman or Mr. Harris?

15 A. And Mr. Watson probably, uh-huh.

16 Q. Have you ever made -- strike that.

17 And, as to the rates for the Atlantic  
18 City system, the ultimate approval would be  
19 Mr. Thompson, correct?

20 A. Yes.

21 Q. Have you ever made a rate proposal  
22 which was presented to Mr. Thompson which was  
23 rejected?

24 A. As the controller I would not have made  
25 those proposals. So during that time I don't

1 know -- I personally would not have made one. As  
2 the general manager, no.

3 Q. How familiar are you with the rates  
4 currently charged in Wilmington and the rates  
5 currently charged in Atlantic City?

6 A. Marginally. Specific pennies per  
7 minute and monthly access fees, I don't have them  
8 all committed to memory in any of the markets.

9 Q. So, if I asked you if there's a  
10 difference between let's say peak time air usage  
11 per minute in Atlantic City and the peak time air  
12 usage per minute in Wilmington, you would not  
13 know if there's a difference between the two?

14 A. I would know that there are different  
15 rate plans with different charges between those  
16 two markets, yes.

17 Q. So the different markets do indeed have  
18 different rate plans?

19 A. Yes. Some are the same, some are  
20 different.

21 Q. Do Wilmington and Atlantic City also  
22 have different roamer rate plans?

23 A. Yes.

24 MR. WEBER: Thank you, Mr. Moerman, I  
25 have no further questions.

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1 MR. GURMAN: I have just one limited  
2 question. There's a correspondence, if I could  
3 just break for a moment, I would like to look for  
4 it so I don't hold everybody up.

5 EXAMINATION BY COUNSEL FOR  
6 AMERICAN CELLULAR NETWORK CORP.

7 BY MR. GURMAN:

8 Q. In terms of the rate plans available in  
9 Atlantic City, are you aware of a plan which is  
10 known as a month-to-month plan?

11 A. Yes.

12 Q. Would you describe that plan?

13 A. The month-to-month plan is a unique  
14 plan for Atlantic City from all of our markets,  
15 the ones that I'm responsible for, in that it  
16 allows someone to have service on just as it is  
17 implied a month-to-month basis. But the rule of  
18 thumb for the business and specifically for the  
19 markets we manage is service comes with a minimum  
20 of a one-year commitment on the customer's  
21 behalf.

22 The month-to-month plan in Atlantic  
23 City offers someone the option of signing up on a  
24 monthly basis due to the seasonal nature of that  
25 market, because it is a summer resort market that

1 has some people that come down five or six months  
2 during the spring and summer.

3 Q. Are you aware of the actual roamer rate  
4 that was imposed to vehicles coming into Atlantic  
5 City in terms of the access charge and the per  
6 minute rate?

7 A. The default for most carriers would be  
8 \$3 a day, \$3 daily surcharge, and 99 cents a  
9 minute.

10 Q. By default you mean access charge?

11 A. I just meant most carriers have that as  
12 their roamer rate in Atlantic City. There are  
13 some that, because of the traffic from our  
14 customers and from the other markets, that there  
15 are negotiated different rates; and most of the  
16 time that's the bordering markets to allow for  
17 wider coverage areas for our own customers. But  
18 most people that roam in Atlantic City pay the \$3  
19 daily surcharge and 99 cents per minute.

20 Q. Do foreign carriers' customers who roam  
21 into Wilmington pay that charge?

22 A. Right now Wilmington has in a lot of  
23 cases eliminated the daily surcharge, they would  
24 pay the 99 cents a minute.

25 MR. GURMAN: Can I just break for a few

1 moments.

2 MR. WEBER: Do you want to take the  
3 lunch break now?

4 MR. GURMAN: That would be fine.

5 (Whereupon, at 12:55 p.m., the  
6 deposition in the above-entitled matter was  
7 recessed, to reconvene at 2:00 p.m., this same  
8 day.)

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**ALDERSON REPORTING COMPANY, INC.**

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## 1 AFTERNOON SESSION

2 (2:05 p.m.)

3 Whereupon,

4 JOHN MOERMAN,

5 the witness on the stand at the time of recess,  
6 having been previously duly sworn, was further  
7 examined and testified as follows:

8 EXAMINATION BY COUNSEL FOR AMERICAN  
9 CELLULAR NETWORK CORP. -- Resumed.

10 BY MR. GURMAN:

11 Q. Mr. Moerman, Mr. Weber previously  
12 directed your attention to Moerman Exhibit 2.

13 A. Right.

14 Q. And what had you indicated previously  
15 as to whether or not Moerman Exhibit 2 had been  
16 signed?

17 A. I think I said that it was signed by  
18 Ellis Thompson.

19 Q. Okay. I'm going to provide the other  
20 parties at the table and you a copy of a document  
21 that I would like to label as Moerman Exhibit 2A,  
22 if that's acceptable.

23 (Moerman Exhibit No. 2A

24 marked for identification.)

25 BY MR. GURMAN:

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1111 14th ST., N.W., 4th FLOOR / WASHINGTON, D.C., 20005



1           Q.     Do you recognize Moerman Exhibit 2A, a  
2     letter dated March 1, 1995, to Jeff Thompson from  
3     yourself?

4           A.     Yes.

5           Q.     And what is different between Exhibit 2  
6     and Exhibit 2A with respect to the second page?

7           A.     The policies and the signature  
8     authorities that I had proposed in my original  
9     letter marked 2 are amended in 2A.

10          Q.     In what respects?

11          A.     There is a component of 2A that  
12     requires notification to Ellis Thompson in both  
13     signature levels and a notification of the senior  
14     vice-president of finance and administration, a  
15     notification to them of what is being issued  
16     under this policy.

17          Q.     Do you recall how these additional  
18     notification requirements came into existence?

19          A.     Yes.

20          Q.     Could you describe that process?

21          A.     It was through discussion with Ellis  
22     Thompson and David Lokting, a dialogue that  
23     revolved around our original -- or my original  
24     proposal to them and what Ellis and David found  
25     was acceptable.

1 Q. And when did that discussion occur?

2 A. It took place as a part of our -- I  
3 think our most recent quarterly meeting with them  
4 which I think was on the 9th of March, the same  
5 day that Ellis has dated his signature.

6 Q. So do you recall, in fact, was Exhibit  
7 2 ever signed as it was?

8 A. No, it was not.

9 MR. WEBER: I have a question just for  
10 you, Lou. This does not have Bates stamps on  
11 it. Was this part of regular production?

12 MR. GURMAN: It wasn't, this was  
13 actually something that -- the initial production  
14 was at an earlier date. And this was something  
15 that quite candidly I just got when I went up to  
16 Philadelphia. So I just thought, since you had  
17 raised the issue, it was relevant and it should  
18 be provided.

19

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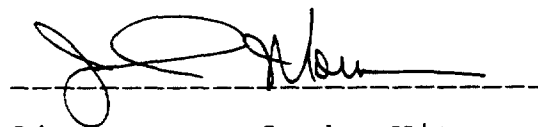
1 MR. WEBER: I agree.

2 MR. GURMAN: I have no further  
3 questions.

4 (Thereupon, at 2:10 p.m., the taking of  
5 the instant deposition ceased.)

6

7



8

Signature of the Witness

9

10 SUBSCRIBED AND SWORN to before me this 20th

11 day of

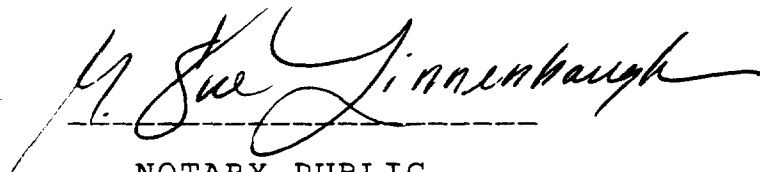
12



1995.

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15

NOTARY PUBLIC

16 My Commission Expires

17

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**ALDERSON REPORTING COMPANY, INC.**

(202)289-2260 (800) FOR DEPO  
1111 14th ST., N.W., 4th FLOOR / WASHINGTON, D.C., 20005

STATE OF  
NEW YORK  
OFFICE OF THE  
COMPTROLLER  
GENERAL SERVICES

VENDOR

NAME :

Cellular One Wilmington

ADDRESS :

CITY / STATE :

ZIP CODE :

VENDOR NUMBER :

INVOICE # : Sw fee 10-12

INVOICE DATE : 01-28-92

AMOUNT : \$ 101,001.25

TERMS :

PURPOSE OR USE

AMOUNT

ACCOUNT #

ACCOUNT DESCRIPTION

Switching fee \$ 101,001.25 21401 A/P Wilm

REPORT DATE :

1-28-92

PREPARED BY :

LS

BUDGET COMPARISON :

7/13/92

REPORT DATE DATE :

1-28-92

APPROVED BY :

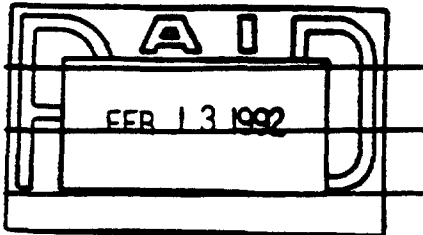
(SIGNATURE)

PAYMENT INFORMATION

CHECK # :

CHECK DATE :

AMOUNT PAID :



ENTERED BY :

DATE :

REFERENCE :

7/13/92

1/31

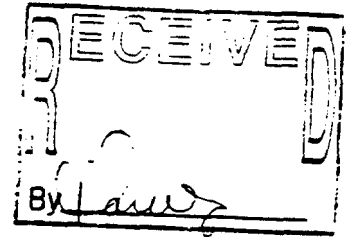
5406

EXHIBIT  
Mperman-1  
4/26/95

CELLULARONE



Sales and Service Center  
Shore Mall  
6727 Blackhorse Pike  
Pleasantville, New Jersey 08232  
(800) 678-2351  
FAX (609) 646-6739



March 1, 1995

Mr. Ellis Thompson  
c/o Stoll, Stoll, Berne & Lokting  
209 SW Oak Street, Suite 500  
Portland, OR 97204

Dear Jeff:

Enclosed is the supporting documentation for a commission check payable to Cellular Headquarters that exceeded the \$25,000 threshold for requiring your signature. However, due to contractual commitments, we had to release this check to the agent prior to obtaining your signature. Please sign below acknowledging your concurrence with the release of this check.

In addition, I would like to request your approval for a change to check signing limits for commission checks. I would like to remove the requirement to have your signature on these checks and have them signed in accordance with limits as set forth below. Due to the increasing levels of agent and retail activations, it is becoming increasingly difficult to meet contractual commitments for check delivery while obtaining the signatures that we have in the past. In addition, all agent contracts will continue to be signed by you and all payments to these indirect distributors will be made in accordance with schedules contained in these contracts.

Thank you in advance for your consideration of this request. Please do not hesitate to call if you have any questions regarding this or any other matter.

Sincerely,

John T. Moerman  
General Manager

cc: Anna Hillman, Comcast Cellular Communications, Inc.  
Jeffrey E. Smith, Esquire, Comcast Cellular Communications, Inc.



AM 146810

Mr. Ellis Thompson  
March 1, 1995  
Page 2

Concurrence with issuance of Cellular Headquarters check:


---

Ellis Thompson

**Commission Check Signing Authority:**

- |                               |  |
|-------------------------------|--|
| <b>\$1.00 to \$100,000.00</b> | <b>1. Controller and General Manager<br/>(Vice President of Amcell Operations<br/>as a Substitute)</b> |
| <b>over \$100,000.00</b>      | <b>1. Controller, General Manager or<br/>Vice President of Amcell Operations</b>                       |
|                               | <b>2. Senior Vice President Finance and Administration<br/>Comcast Cellular Communications, Inc.</b>   |

Agreed:

  
\_\_\_\_\_  
**Anna Hillman**  
**Senior Vice President Finance and Administration**  
**Comcast Cellular Communications, Inc.**

---

Ellis Thompson

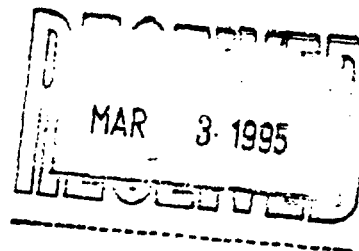
AM 146811

CELLULARONE<sup>®</sup>



Sales and Service Center  
Shore Mall  
6727 Blackhorse Pike  
Pleasantville, New Jersey 08232  
(800) 678-2351  
FAX (609) 646-6739

AC - Management  
Agenda  
.1



March 1, 1995

Mr. Ellis Thompson  
c/o Stoll, Stoll, Berne & Lokting  
209 SW Oak Street, Suite 500  
Portland, OR 97204

Dear Jeff:

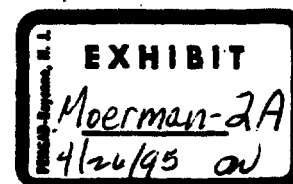
Enclosed is the supporting documentation for a commission check payable to Cellular Headquarters that exceeded the \$25,000 threshold for requiring your signature. However, due to contractual commitments, we had to release this check to the agent prior to obtaining your signature. Please sign below acknowledging your concurrence with the release of this check.

In addition, I would like to request your approval for a change to check signing limits for commission checks. I would like to remove the requirement to have your signature on these checks and have them signed in accordance with limits as set forth below. Due to the increasing levels of agent and retail activations, it is becoming increasingly difficult to meet contractual commitments for check delivery while obtaining the signatures that we have in the past. In addition, all agent contracts will continue to be signed by you and all payments to these indirect distributors will be made in accordance with schedules contained in these contracts.

Thank you in advance for your consideration of this request. Please do not hesitate to call if you have any questions regarding this or any other matter.

Sincerely,

John T. Moerman  
General Manager



cc: Anna Hillman, Comcast Cellular Communications, Inc.  
Jeffrey E. Smith, Esquire, Comcast Cellular Communications, Inc.

Concurrence with issuance of Cellular Headquarters check:

+ Ellis Thompson 3/9/95  
Ellis Thompson

Commission Check Signing Authority:

- |                        |   |
|------------------------|---|
| \$1.00 to \$100,000.00 | 1. Controller and General Manager<br>(Vice President of Amcell Operations<br>as a Substitute)   |
|                        | 2. Telecopier notification to Ellis Thompson<br>Corporation and Senior Vice President Finance<br>and Administration with certification of internal<br>verification of activations and amount due. |
| over \$100,000.00      | 1. Controller, General Manager or<br>Vice President of Amcell Operations  |
|                        | 2. Senior Vice President Finance and Administration<br>Comcast Cellular Communications, Inc.  |
|                        | 3. Telecopier notification to Ellis Thompson<br>Corporation with certification of internal<br>verification of activations and amount due.   |

Agreed:

+ Anna E. Hillman

Anna E. Hillman  
Senior Vice President Finance and Administration  
Comcast Cellular Communications, Inc.

+ Ellis Thompson 3/9/95  
Ellis Thompson





February 28, 1992

Mr. David Lokting  
Stoll, Stoll, Berne and Lokting  
209 SW Oak Street  
Portland, OR 97204

Dear David:

In order to fund the capital expenditures and building improvements associated with the Shore Mall retail store location, we need to borrow against the corporation's revolving line of credit. Please have Mr. Thompson sign the enclosed transfer authorization form, which has already been approved by Anna Hillman.

Please return the completed form to my attention at:

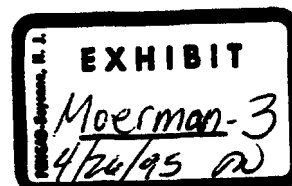
Cellular One  
18 Boulden Circle  
Suite 24  
New Castle, DE 19720

Thank you in advance for your assistance.

Sincerely,

John Moerman  
Controller

Enclosure  
JMW/m



FILE COPY

**COMCAST**  
**CELLULARONE**

Boulden Interchange Park  
18 Boulden Circle, Suite 24  
New Castle, Delaware 19720  
(302) 328-4400  
FAX (302) 328-6060

TO: Distribution

FROM: Lauranne Traister

DATE: July 6, 1994

RE: Allocations for Wilmington and Atlantic City

-----  
Expenses incurred during the 3rd quarter of 1994 should be allocated  
based upon the following percentages:

Finance & G & A:

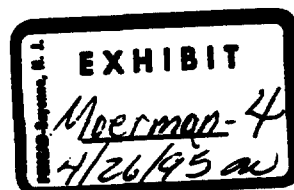
Wilmington	70%
Atlantic City	30%

Customer Service:

Wilmington	69%
Atlantic City	31%

Distribution:

Ron Andes  
Paul Cullen  
Terry Dougherty  
Anna Hillman  
Lisa Jenkins  
Karen McClendon  
John Moerman  
Michele Nordmark  
Mary Ann Owens  
Barry Sauder  
Lori Shapiro  
Sharon Viola



AM 141498

3rd Quarter 1994 Expense Allocations

07/06/94

	<u>Wilm</u>	<u>AC</u>	<u>Dover</u>	<u>Total</u>
1994 Population Trends	577,900 51%	325,420 29%	233,100 21%	1,136,420 100%
<u>1994 Customers -- Excluding Wholesale</u>				
06/30/94	31,820	16,704	5,537	54,061
<u>Customer Service (100% subscriber based)</u>				
3rd QTR	69%	31%	0%	100%
<u>Finance and G&amp;A (50% subs / 50% pops)</u>				
3rd QTR	70%	30%	0%	100%
CBIS BILLS: WILMINGTON	55%			
DOVER	15%			

# CELLULARONE®



Sales and Service Center  
Shore Mall  
6727 Blackhorse Pike  
Pleasantville, New Jersey 08232  
(800) 678-2351  
FAX (609) 646-6739

December 22, 1994

Mr. Ellis Thompson  
c/o David Lokting, Esquire  
Stoll, Stoll, Berne & Lokting  
209 SW Oak Street, Suite 500  
Portland, Or 97204

Dear Mr. Thompson:

Attached for your review and signature is an amendment to the Intercarrier Roaming Agreement. Comcast has signed the same agreement with several of our roamer partners. The purpose of this amendment is to reduce the liability between carriers for usage related to fraudulent cellular usage. This agreement allows each carrier to recover actual costs for processing calls on their system. The cost agreed to in the amendment is actual toll charges and tax plus a reduced airtime rate of 21¢ per minute for usage related to fraud. Please sign and return both copies of the amendment.

If you have any questions please call Rob Jensen, Director of Revenue Assurance at (610) 995-5000, or me.

Thank you for your assistance.

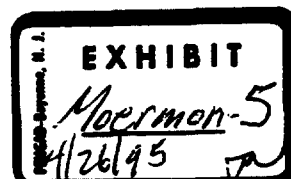
Sincerely,

John T. Moerman  
General Manager

JTM/pb

Enclosures

cc: Anna Hillman - Comcast Cellular Communications, Inc.  
Jeff Smith, Esq. - Comcast Cellular Communications, Inc.



AM 139581

**AMENDMENT**  
**TO**  
**INTERCARRIER ROAMING AGREEMENT**

THIS AMENDMENT dated as of the 8th day of December, 1994 is made by and between Rogers Cantel, Inc., ("CANTEL"), and Ellis Thompson, ("ETC"), as such, incorporates conditions asserted and agreed to by both parties for their mutual benefit.

WHEREAS, CANTEL and Ellis Thompson currently provide roamer cellular service to each other's customers pursuant to the Intercarrier Roamer Service Agreement dated 4-26-91, (the "Agreement"); and

WHEREAS, CANTEL and Ellis Thompson desire to reduce the liability for charges incurred due to unauthorized roamer usage related to Tumbling ESN, Cloning Charges, and/or Other Roaming Related Fraud, as hereinafter defined, thereby amending the liability of the Home Carrier under the terms and conditions of the Agreement; and

WHEREAS, for purpose of this Amendment, "Tumbling ESN Charges" mean those charges incurred by a mobile number of the Home Carrier which uses two or more electronic serial numbers to complete a series of phone calls on the Serving Carrier's switch. "Cloning Charges" mean charges made by an MIN/ESN combination of the Home Carrier which is later found to be a fraudulent duplicate. "Other Roaming Related Fraud" covered by this Amendment includes any activity by which a user of cellular telephone equipment evades roamer verification on one or more calls initiated within a Serving Carrier's area of service by electronically posing as a legitimate home subscriber roamer, when in fact the user is not a valid home carrier roamer, for the calls made. Henceforth, "Tumbling ESN Charges", "Cloning Charges", and "Other Roaming Related Fraud" covered by this Amendment shall be referred to as "Roamer Fraud".

NOW, THEREFORE, in consideration of the premises herein set forth and intending to be legally bound thereby, the Parties do hereby agree as follows:

## **Amended Provisions of the Inter-carrier Roamer Service Agreement**

In order to execute the points as set forth in the preceding paragraphs of this document, the Inter-carrier Roamer Service Agreement is hereby amended as follows:

Section II, Division of Revenue, is amended by adding Sections 2.3 through 2.10 below to read:

2.3 In the case of Roamer Fraud, the Home Carrier shall be liable to the Serving Carrier for actual toll charges incurred from and levied by third party local and/or long distance carriers and actual taxes assessed. Additionally, the Home Carrier will be liable to the Serving Carrier for the actual costs associated with providing air time which can include costs for bill processing, positive verification, clearinghouse and settlement charges and interconnect costs. However, the total of the allowable recoverable costs shall be no more than \$0.21 per minute. The Home Carrier shall not be liable for any Daily Surcharge or any per minute or per call surcharge associated with Roamer Fraud.

2.4 Both parties agree to monitor their respective switches, billing company and clearinghouse reports to determine the occurrence of Roamer Fraud and to work expeditiously to correct the problem to minimize fraudulent calls and the need to make fraudulent call payment adjustments in the future. Actions which can be commenced by either party would include, but not be limited to, temporarily restricting the suspect MIN from making further calls, where possible, restriction of toll calls, or the temporary denial of the entire NPA-NXX range of roaming privileges by request of the Home Carrier. The latter request shall be written and include applicable SID's, NPA-NXX range, effective date and authorized signature. A fax confirmation from the Serving Carrier shall be required and serve as notice of receipt of the action being performed. This exchange will be reloaded into the Serving Carrier's Switch within 24 hours of the Home Carrier's request.

2.5 The Serving Carrier will fulfill all the above requests within the later of 24 hours of receiving the request or by the close of the following business day.

2.6 If the Serving Carrier does not effectively respond to Roamer Fraud in accordance with Section 2.5, the Serving Carrier shall be liable for all roamer charges incurred due to the fraudulent activity beginning with the day following the completion of the period as specified in Section 2.5

2.7 If Roamer Fraud is detected and communicated by the Serving Carrier as outlined in Section 2.4 above, and the Home Carrier does-not work expeditiously to correct the problem to minimize fraudulent calls, then, after 3 business days of notification to the Home Carrier, the Home Carrier is liable for the roamer charges at the original negotiated rates.

2.8 Any credit requested by the Home Carrier for "Tumbling ESN Charges" shall be substantiated by a billing company or clearinghouse report detailing the related fraudulent calls. In the case of "Cloning" or "Other Roaming Related Fraud" covered by the Agreement, any other third party reports as previously agreed upon by both parties which can substantiate the "Cloning" or "Other Roaming Related Fraud" charges may be used. This detail shall list the air charges, surcharges, toll, local land and state taxes on the fraudulent calls. All credit requests must be received by the Serving Carrier within 90 days of the customer invoice date in which the call was placed.

2.9 In the event both parties utilize the CIBERNET Net Settlement Program, whereby, the parties exchange funds electronically, payment shall be reimbursed to the Home Carrier within 30 days of receiving the proper documentation as described in Section 2.8.

2.10 With the exception of the conditions as set forth in this Amendment, the Agreement between Cantel and Ellis Thompson dated 4-26-91 remains in effect.

**AGREED AND ACCEPTED:**

**ROGERS CANTEL, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ELLIS THOMPSON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

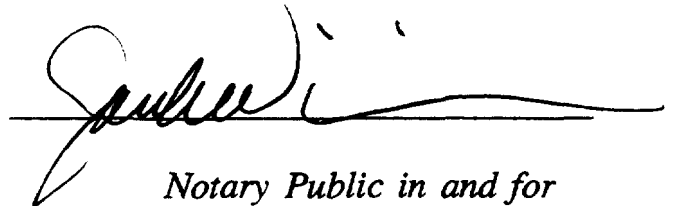
Date: \_\_\_\_\_

*CERTIFICATE OF REPORTER*

*UNITED STATES OF AMERICA ) ss.:*

*DISTRICT OF COLUMBIA )*

I, JAN A. WILLIAMS, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

A handwritten signature in black ink, appearing to read "Sullivan", is written over a horizontal line.

*Notary Public in and for  
the District of Columbia*

*My commission expires: 03-31-97*



